

IN THE MATTER between **HARVEY HAMILTON**, Applicant, and **JANET HURLBURT**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **HAY RIVER, NT**.

BETWEEN:

HARVEY HAMILTON

Applicant/Landlord

- and -

JANET HURLBURT

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 62(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for lost rent in the amount of one thousand two hundred dollars (\$1200.00).

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of April, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **HARVEY HAMILTON**, Applicant, and **JANET HURLBURT**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

HARVEY HAMILTON

Applicant/Landlord

-and-

JANET HURLBURT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 2, 2013

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Harvey Hamilton, applicant

Date of Decision: April 2, 2013

REASONS FOR DECISION

The respondent's family name was spelled incorrectly on the application. The style of cause has been amended to reflect the proper spelling of her name.

This matter was originally scheduled to be heard on March 7, 2013 but was postponed at the request of both parties. Both parties were verbally informed of the new hearing date and the telephone contact numbers to join the teleconference. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant alleged that the respondent had moved out of the premises at the end of November, 2012 without giving him written notice. He acknowledged that the respondent had told him that she intended to move out at the end of November but stated that he was not advised that she had done so until December 5, 2012. A notice from the respondent stating that she had vacated was provided in evidence.

The applicant stated that he deducted unpaid utilities from the security deposit and returned the balance to the respondent. The applicant testified that he advertised the premises for rent in the newspaper, with flyers and in the local on-line classifieds. He stated that he offered it for the same rent that the respondent had been paying but was unable to re-rent it until January 1, 2013.

I find that the applicant lost rent of \$1200 due to the failure of the respondent to give written

notice. Verbal notice is not sufficient as it does not serve to legally terminate the tenancy agreement. The landlord cannot rely on verbal notice because if they re-rent the premises and the tenant fails to move out, they have no remedy and may be liable to the new tenant. In my opinion, the applicant took reasonable efforts to re rent these premises and is entitled to compensation.

An order shall issue requiring the respondent to pay the applicant compensation for lost rent in the amount of \$1200.

I note that the respondent filed several documents concerning the utilities. I have not considered these documents or the security deposit disposition in this matter as it was not the issue before me. The respondent may file an application if these matters are disputed provided the application is filed within the time period required by section 68 of the *Residential Tenancies Act*.

Hal Logsdon
Rental Officer